

#### IV. REMARKS

Instead of amending the original drawings, which did not include an intended Fig. 7, the specification is being amended to remove original inconsistencies on pages 6, 9 and 10, and the "fan" is deleted from claims 11 and 12.

The limitations in claim 6 are found in the original disclosure at page 4, lines 4 to 8.

The limitations in claims 13-18 are found in the original disclosure at page 5, lines 10 to 17.

The amended claims now have consistent preambles.

The "edge means" in claims 4 and 5 are now described as means for interlocking the tiles to each other to form a water-impervious floor covering, as set forth in generic claim 1.

Reconsideration and withdrawal of the Section 102(b) rejection of generic claim 1 as being anticipated by Yeh U.S. Patent 5,323,575 is respectfully requested. Claim 1 is being amended to clarify features and limitations which are not disclosed or inherent in the structures of the Yeh Patent and which are contrary to the essential properties of the Yeh flooring.

The present floor tile covering is "moisture-resistant" and "water-impervious" and consists essentially of a plurality of "identical" unitary, rigid, strong, water-resistant" plastic floor tiles which have means for interlocking them to each other to form a water-impervious floor covering. The floor tile covering of the Yeh Patent consists essentially of a flexible, rubber mounting mat designed to receive at least one tile, and having a draining hole 43 to allow water to pass through from the

floor of the tiles to the underside of the mounting mat - see col. 2, lines 35-40 and 54-56. Thus the floor tile covering of the Yeh Patent does not consist of a plurality of rigid plastic floor tiles containing means for interlocking them to each other to form a water-impervious floor covering. In the Yeh system it is the mounding mats which interlock with each other but the floor covering is not water- impervious because of the presence of the draining holes 43.

In summary, the structure of the tile/mat assemblies of Yeh, and their function, are essentially different from the moisture-resistant, water-impervious floor tile covering of the present invention, and withdrawal of the anticipation rejection based upon Yeh is respectfully requested.

The Examiner has also rejected claims 2-7 and 11-18 under Section 103(a) as being obvious from the Yeh Patent. Reconsideration is respectfully requested in view of the fact that the composite floor of Yeh does not consist essentially of unitary rigid floor tiles which have means for interlocking with each other to form a water impervious floor covering. In the Yeh system the mounting mat is an essential element which interlocks with other mats. The mats are not rigid but, to the contrary, they are flexible, rubber members. Nor are they water-impervious since they have a drain hole 43 in the center of each mat to allow water to pass therethrough.

Since the objectives and features of the floor tile/mat assemblies of the Yeh patent are critically different from the unitary rigid floor tiles of the present invention, it is respectfully submitted that one skilled in the art, requiring a tile floor covering which is water-impermeable and moisture-resistant, would not be led by the teachings of the Yeh Patent to

consider it as prior art against the present claims except possibly in the light of the present disclosure. Even then, the Yeh Patent fails as a reference under Section 102 or Section 103 since it does not disclose a floor tile covering which is either moisture-resistant or water-impervious.

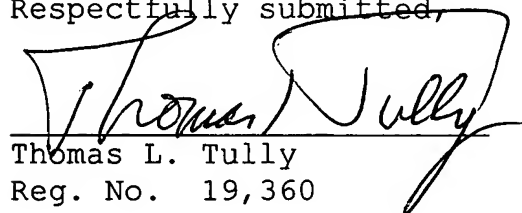
The Bertolini Patent 6,467,224 cited as of interest, has been considered but is not found to be pertinent to the present water-impervious floor coverings consisting essentially of plastic floor tiles. The deck coverings of Bertolini are plastic tiles to which are attached wooden slats.

Favorable action is awaited.

For all of the foregoing reasons, it is respectfully submitted that all of the claims now present in the application are clearly novel and patentable over the prior art of record, and are in proper form for allowance. Accordingly, favorable reconsideration and allowance is respectfully requested. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

The Commissioner is hereby authorized to charge payment for any fees associated with this communication or credit any over payment to Deposit Account No. 16-1350.

Respectfully submitted,

  
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12/10/04  
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